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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO PUCO

TIME WARNER TELECOM OF OHIO, L.P., Complainant,	)	
v.	)	Case No. 98-1438-TP-CSS
AMERITECH OHIO, Respondent.	)	

COMPLAINT

Time Warner Telecom of Ohio, L.P. ("Time Warner Telecom" or "TWTC"), by its attorneys, and pursuant to R.C. 4905.26 and Section XVIII.C of the Local Service Guidelines of this Commission, files this Complaint against Ameritech Ohio for the violation of statutory, regulatory, and contractual requirements concerning the provisioning of Local Number Portability ("LNP").

Time Warner Telecom seeks a determination, declaration and Order by this Commission that Ameritech Ohio has, by its actions and conduct surrounding LNP implementation and maintenance: (i) breached the terms and conditions of its Interconnection Agreement with Time Warner Telecom, (ii) violated its duty, pursuant to R.C. 4905.22, to furnish necessary and adequate service, (iii) violated its duty, pursuant to R.C. 4905.35, not to subject Time Warner Telecom to prejudice or disadvantage, (iv) violated the Telecommunications Act of 1996[1] and the Federal Communication Commission's ("FCC") rules implementing that Act, and (v) engaged in anti-competitive conduct, endangered the public

safety, violated the public interest, and breached standards of parity, as is more fully described hereinafter.

DESCRIPTION OF THE PARTIES

1. Time Warner Telecom is a Delaware limited partnership engaged in providing telecommunication services to the public in the State of Ohio pursuant to a certificate of public convenience and necessity issued by this Commission. (Certificate No. 90-9011, issued on August 24, 1995 in Case No. 94-1695-TP-ACE). Time Warner Telecom is a telephone company as defined by R.C. 4905.03(A)(2), and is a public utility as defined by R.C. 4905.02. Time Warner Telecom is subject to the jurisdiction of the Public Utilities Commission of Ohio pursuant to R.C. 4905.03, 4905.05, and 4905.06.

2. Ameritech Ohio is a telecommunications carrier providing various telecommunication services in Ohio, including local exchange service, carrier access services, and intraLATA services. Ameritech Ohio is a telephone company and a public utility defined by statute, and is, therefore, subject to the jurisdiction of this Commission. Ameritech Ohio is a wholly-owned subsidiary of Ameritech Corporation, a Delaware corporation with its principal place of business in Chicago, Illinois. Ameritech Ohio is an Incumbent Local Exchange Carrier ("ILEC") and Bell Operating Company as defined by the Telecommunications Act of 1996. The Respondent will hereinafter be referred to as "Ameritech."

3. On July 12, 1996, Time Warner Telecom and Ameritech Information Industry Services, a division of Ameritech Services, Inc. (on behalf of Ameritech), entered into an Interconnection Agreement ("Interconnection Agreement") under Sections 251 and 252 of the Telecommunications Act of 1996. A true and accurate copy of the Interconnection Agreement

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[1] Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.*).

is attached hereto as Exhibit 1.[2] The Interconnection Agreement was approved by this Commission on January 9, 1997, in Case No. 96-66-TP-CSS. The Commission has continuing jurisdiction to enforce the terms and conditions of its January 9, 1997 Order and the Interconnection Agreement.[3]

FACTS COMMON TO ALL CLAIMS FOR RELIEF

Number Portability Obligations

4. The Telecommunications Act of 1996 (the "Act") "establishes 'a pro-competitive, de-regulatory national policy framework' that is intended to 'promote competition and reduce regulation...to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid development of new telecommunications technologies.' The statute imposes obligations and responsibilities on telecommunications carriers, particularly incumbent local exchange carriers, that are designed to open monopoly telecommunications markets to competitive entry and to promote competition in markets that already are open to new competitors." [FCC First Report and Order and Further Notice of Proposed Rulemaking, In the Matter of Telephone Number Portability, CC Docket No. 95-116 ¶ 2 (June 27, 1996) ("First Report and Order")].

5. Number portability is one of the obligations that Congress imposed on all local exchange carriers ("LECs"), both incumbents and new entrants, in order to promote pro-competitive, deregulatory markets. "Congress has recognized that number portability will lower barriers to entry and promote competition in the local exchange market place." (First Report

[2] At the time the Interconnection Agreement was entered into, Time Warner Telecom was named Time Warner Communications of Ohio, L.P.

[3] *See* 47 U.S.C. §252(e); *see also* Iowa Utilities Bd. v. FCC, 120 F.3d 753, 804 (8th Cir. 1997); In the Matter of the Complaint of ICG Telecom Group, Inc. v. Ameritech Ohio, Case No. 97-1557-TP-CSS, Opinion and Order (August 27, 1998).

and Order, ¶ 2). "The ability to change service providers is only meaningful if a customer can retain his or her local telephone number." (Id.).

6. The Act defines "number portability" as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers **without impairment of quality, reliability, or convenience** when switching from one telecommunications carrier to another" (47 U.S.C. § 153(30), emphasis added). The Act directs each LEC to provide, "to the extent technically feasible, number portability in accordance with the requirements prescribed by the [Federal Communications Commission ('FCC')]."

7. In its First Report and Order, and pursuant to the statutory requirement in Section 251 of the Act to provide number portability, the FCC required all LECs to begin to implement a long-term service provider portability solution that would meet certain performance criteria in the 100 largest Metropolitan Statistical Areas ("MSAs") no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998. (First Report and Order, ¶ 3). Specifically, the FCC required:

> Deployment in one MSA in each of the seven [Bell Operating Company ("BOC")] regions by the end of fourth quarter 1997, 16 additional MSAs by the end of first quarter 1998, 22 additional MSAs by the end of second quarter 1998, 25 additional MSAs by the end of third quarter 1998, and 30 additional MSAs by the end of fourth quarter 1998.

(First Report and Order, ¶ 77).

Pursuant to the FCC's implementation schedule, implementation of long-term number portability was to be completed in the MSA, of which Columbus, Ohio, is a part, by June 30, 1998. (First Report and Order, Appendix F).

8. Pending implementation of long-term service provider portability, the FCC required LECs to provide interim number portability ("INP") measures, such as Remote Call

Forwarding ("RCF") and Direct Inward Dialing ("DID"), as soon as reasonably possible after receipt of a specific request from another carrier. (First Report and Order, ¶¶ 6, 114).

9. The FCC concluded that upon the date on which long-term portability must be implemented according to its deployment schedule, "BOCs must provide long-term number portability and will be subject to an enforcement action under Section 211(d)(6) if they fail to do so." (First Report and Order, ¶ 115).

10. Ohio law grants the Public Utilities Commission of Ohio ("PUCO") general supervisory authority over all public utilities in its jurisdiction. Specifically, the PUCO has authority to examine the "adequacy or accommodation afforded by [a public utility's] service, the safety and security of the public and the [public utility's] employees, and [the public utility's] compliance with all laws, orders...and charter requirements." (R.C. 4905.06).

11. Ohio law requires every public utility to furnish necessary and adequate service and facilities. (R.C. 4905.22).

12. Ohio law prohibits a public utility from subjecting any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage. (R.C. 4905.35).

13. Ohio law establishes a pro-competitive state policy, among other things, to ensure the availability of adequate basic local exchange service to citizens throughout the state, to encourage innovation in the telecommunications industry, and to promote diversity and options in the supply of public telecommunications services and equipment throughout the state. (R.C. 4927.02).

14. The PUCO's Local Service Guidelines mandate that the PUCO ensure that the regulatory framework for competing LECs is, and remains, consistent with state policy as set forth in R.C. 4927.02, above. (Rule XVIII.A.).

15. Rule 4901:1-5-01(G) of the PUCO's Local Service Guidelines grants Time Warner Telecom recourse to Ameritech if Ameritech's actions result in Time Warner Telecom

having to pay a credit to a customer or to waive otherwise applicable charges due to its inability (caused, in turn, by Ameritech's failures) to comply with certain minimum telephone standards enumerated in Rule 4901:1-1-5-24.

16. The Interconnection Agreement specifies, in Section 15.2.5., that: "the Parties shall migrate from RCF or DID to Permanent Number Portability [i.e., LNP] **as soon as practically possible** but no later than December 31, 1998, **without interruption of service** (to the degree possible) to their respective Customers." (emphasis added).

17. Ameritech has failed to provide LNP in a timely and proper manner, and/or in accordance with standards of parity, in violation of federal and state law, and the Interconnection Agreement. Time Warner Telecom has installed software in its switch, but has not yet been able to migrate from INP to LNP partly due to provisioning problems on Ameritech Ohio's part. Moreover, Ameritech has failed to interface with Time Warner Telecom in such a manner as to ensure that orders for porting numbers and for performing LNP cut overs are done in a timely, efficient, and safe manner, without impairing the quality, reliability, or convenience of the customer's telecommunications services. End users who change service providers from Ameritech to Time Warner Telecom have suffered outages and delays in receiving service, impairing the quality and reliability of the service they receive, and resulting in inconvenience and safety concerns, all due to Ameritech's inadequate and insufficient method and procedures for processing orders for porting numbers and effectuating cut overs.

Ameritech's Provisioning of Number Portability

18. When a customer desires to switch its telecommunications services from Ameritech to Time Warner Telecom, both the customer and Time Warner Telecom have experienced extensive problems with the smooth and "transparent" change Ameritech is committed to provide.

19. Ameritech has failed to provide LNP in a timely and proper manner in violation of federal and state law, and the Interconnection Agreement, as follows:

(a) Ameritech changes its process for reviewing LNP orders, without notice to TWTC, by requiring additional or different information. Ameritech then rejects Time Warner's orders for failure to comply with the changes which, in turn, delays LNP cut overs;
(b) Ameritech has failed to respond to the subscription process in a timely manner, which delays LNP cut overs;
(c) Ameritech has failed to implement the 10-digit trigger code employed by most other ILECs and most larger CLECs to the detriment of Time Warner Telecom, which impedes the LNP cut over process;
(d) Ameritech has unreasonably long time intervals for responding to Time Warner Telecom's LNP orders and for performing cut overs;
(e) Ameritech has failed to open the codes necessary for the implementation of LNP;
(f) Ameritech is failing to build the routing/translations into the end offices;
(g) Ameritech has scheduled LNP cuts for times when it has historically run other programs and/or when staffing is low;
(h) Ameritech has provided TWTC with erroneous information regarding LNP availability;
(i) Ameritech has failed to provide TWTC with firm order confirmations ("FOCs") in a timely manner, and
(j) Ameritech has failed to perform LNP cuts as scheduled.

20. Carriers are implementing LNP through a location routing number ("LRN") architecture. Under an LRN architecture, each customer's telephone number is matched in one of seven data bases with an LRN that identifies the switch that currently serves that telephone number. Neutral third parties, called local number portability administrators, administer these regional data bases. Ideally, when a customer changes from one LEC to another, the carrier that wins the customer "ports" the customer's telephone number from the

former carrier by electronically transmitting (uploading) the new LRN to the administrator of the relevant regional data base. This pairs the customer's original telephone number with the LRN for the switch of the new carrier, allowing the customer to retain the original telephone number.

21. When a customer desires to switch its telecommunications services from Ameritech to Time Warner Telecom, Time Warner Telecom sends an order to Ameritech containing the information requested by Ameritech. Ameritech then sends a FOC back to Time Warner Telecom, indicating that it will meet the LNP cut over due date requested by Time Warner Telecom. Ameritech will not give Time Warner Telecom a FOC, however, until Ameritech determines that it has received a "clean" order from Time Warner Telecom. Often the order is rejected due to changes in the information required by Ameritech which have not been communicated to Time Warner Telecom, and TWTC is given no opportunity to provide the additional requested information in time to avoid rejection of the order. A rejection of the order, of course, delays the LNP cut over.

22. Ameritech also has rejected orders due to minor problems with the information provided by Time Warner Telecom. On some occasions, Ameritech has rejected the same order from Time Warner Telecom multiple times for different reasons. The stated reasons for rejections of orders have been inconsistent and/or unreasonable. For example, Ameritech has rejected orders because they spell out the word street when the Street Address Guide abbreviates "st." or because the "dsg" field for disconnects was not completed.

23. Ameritech also has failed to respond to the subscription process in a timely manner. After Ameritech provides a FOC, Time Warner Telecom creates a subscription. Ameritech has failed to respond to the subscription process which results in the information not being inputted into Ameritech's system, the LNP cut over not occurring and, ultimately, the Time Warner Telecom customer not receiving telephone service.

24. Ameritech also has failed to implement the 10-digit trigger code employed by most major ILECs and most larger competitive local exchange carriers ("CLECs").

25. Ameritech has supported the use of LRN number portability architecture to implement service provider portability. LRN depends upon Intelligent Network ("IN") or Advanced Intelligent Network ("AIN") capabilities, using a 10-digit number to identify a switch that has ported numbers. Part of this 10-digit number contains the translation or code that serves as a network address.

26. Instead of using this 10-digit number, Ameritech uses a 7-digit number. Ameritech is the only major ILEC in the country using the 7-digit number instead of the 10-digit number with the LRN model. As a result of the elimination of three key numbers, Ameritech removes the translation for the query and, instead, implements its own translation. Problems in implementing this translation have resulted in extending time frames to port numbers.

27. Without the 10-digit trigger code which supplies the translation, the translation necessary for cut overs must be coordinated manually--to the minute--between Ameritech and Time Warner Telecom. If problems occur during the coordination between Time Warner Telecom and Ameritech, the customer will be without service.

28. Ameritech's ability to use the 10-digit trigger code (as opposed to the 7-digit trigger code) requires a software upgrade. Most major ILECS and most larger CLECs, including Time Warner Telecom, have upgraded their software and, thus, are using the 10-digit trigger code. Ameritech has failed to upgrade its software so as to enable it to meet this industry standard to the detriment of Time Warner Telecom.

29. Ameritech also has unreasonably long time intervals for effectuating LNP cut overs. Ameritech's LNP processing intervals are uncertain, and have averaged from 1 week to 2 weeks. The suggested industry intervals for cut overs are 3 business days for an end office previously opened to LNP and 5 business days for end offices that have not been opened to

LNP. Firm guidelines for provisioning LNP, with specified time intervals, are necessary to ensure no impairment of quality, reliability, or convenience.

30. Ameritech also has failed to open codes necessary for the implementation of LNP. Ameritech often rejects Time Warner Telecom's LNP orders because a necessary code is not open. This is an unreasonable basis for rejecting an order given the fact that Ameritech is responsible for ensuring that the necessary codes are open. Ameritech has indicated that it will not have all the necessary codes open until February of 1999. This violates Ameritech's obligation under the First Report and Order to have LNP available in Columbus by June 30, 1998, and its obligation under the Interconnection Agreement to convert INP to LNP by December 31, 1998. Ameritech has a duty to promptly open codes in all of its NXXs which are in the scheduled LNP ready markets.

31. Ameritech is not doing the routing/translations at the end offices associated with number porting. A customer is ported, but the routing/translations are not built into all of the end offices for the number porting. Consequently, when a call comes through to the end office, the porting takes place at the tandem level--and all the traffic hits Time Warner Telecom's tandem trunks--instead of the end office trunks where intended. In other words, Time Warner Telecom's tandem trunks are taking all the LNP traffic instead of the end office trunks taking the traffic. LNP customers currently are not included on the forecasts because this traffic was not planned. This has a current impact on Time Warner Telecom's network and will have an even larger future impact as Time Warner Telecom moves from INP to LNP and begins doing more LNP. Forecasting and trunking to handle customer LNP traffic also will become an issue.

32. Ameritech also has created problems for Time Warner Telecom by scheduling cut overs for times when Ameritech has historically run its own programs and/or at times when Ameritech historically is short on personnel to help effectuate a cut. For example, Ameritech

gave TWTC a FOC to perform an LNP cut for one of its Ohio customers at midnight on August 14, 1998. On August 13, 1998, at 11:00 p.m., Ameritech informed TWTC that TWTC could not port at midnight because Ameritech's systems would be down between midnight and 1:00 a.m. At or around 3:44 a.m., TWTC was informed that there was a generic retrofit program running on the switch. Ameritech's group manager was unable to explain to TWTC why a FOC for a porting had been given contemporaneously with a scheduled retrofit. TWTC explained that the order had to be completed by 7:30 a.m. due to the critical nature of the customer's business. The cut, which, if done properly, should not have taken more than a matter of minutes, was not completed until 7:39 a.m.

33. Ameritech also has provided TWTC with erroneous information regarding LNP. For example, on August 6, 1998, the Ameritech Account Representative told TWTC that it could not process an LNP order until August 10, 1998, because LNP was not available in Ohio until then. TWTC personnel questioned this representation because TWTC had just completed an LNP order the previous week. Upon further checking, the Ameritech Account Representative admitted that LNP was available in Ohio, but then claimed it was not available for all NPA/NXX's,[4] including the ones requested by TWTC. The NPA/NXX on the rejected orders was the same NPA/NXX as for the numbers TWTC had ported the previous week.

34. Time Warner Telecom also has had problems receiving FOCs in a timely manner. For example, TWTC had scheduled an LNP Order for an Ohio customer for September 10, 1998, but had not, by September 9, 1998, received any confirmation of that order. An Ameritech representative, when contacted by TWTC, stated that there were

[4] Under the North American Numbering Plan (NANP), every telephone number takes the form (NPA) NXX-XXXX. The NPA, or "numbering plan area," is the three digit area code. The NXX is a three digit code that identifies the telephone company central office originally assigned the telephone number. The last four digits identify the specific telephone line serving the customer's location. *See* AIN Program, National Communications System, Local Number Portability: AIN and NS/EP Implications § 6.1 (July 1996) [hereinafter Local Number Portability Report], at §§ 2.0-2.5.

problems in Ameritech's systems regarding this customer's account, and that the delay was caused by Ameritech having to correct those problems prior to porting. TWTC personnel explained that the customer at issue previously had experienced porting problems, so it was especially important that this order go through as scheduled. TWTC did not receive the FOC until the evening of September 9, 1998.

35. Time Warner Telecom also has experienced difficulties getting Ameritech to perform LNP cuts as scheduled. For example, TWTC personnel made a request to do INP using direct inward dial (DID) for one of its Ohio customers. Ameritech personnel suggested that, rather than do INP, the parties should move directly to LNP. Ameritech gave TWTC a FOC date of June 19, 1998 for doing the LNP cut. However, the LNP cut was not actually done until July. This delay affected the customer's perception of, and confidence in, TWTC's service.

36. Once a cut over occurs and LNP is in place, the stability of LNP has been an issue. For example, problems with E911 may occur if Ameritech fails to unlock the data record for update in a timely manner and Time Warner is not able to migrate the number. Similarly, if the translation used by Ameritech to perform the cut over is not accurate, the customer may be without telephone service.

37. The problems with LNP defeat Time Warner Telecom's ability to convert customers from INP to LNP. Pursuant to the First Report and Order, Ameritech was required to make LNP available in Columbus by June 30, 1998. If LNP is not working properly, then the parties' obligation under the Interconnection Agreement to convert from INP to LNP by December 31, 1998, is jeopardized.

38. Ameritech has notified the CLECs (in Ohio, by unilaterally filing a tariff amendment) that it will charge CLECs at INP retail rates "when interim arrangements are not migrated to Service Provider Number Portability within 120 days from the last day which the

F.C.C. has mandated Service Provider Number Portability availability in a particular Metropolitan Statistical Area (MSA)."[5] This unilateral imposition by Ameritech of retail INP charges amounts to an undue penalty to CLECs for something over which Ameritech, in large measure, exercises control.

39. The ability of customers to retain their telephone numbers--through LNP--when changing service providers gives customers flexibility in the quality, price, and variety of telecommunications services they choose to purchase. Number portability promotes competition between telecommunications service providers by, among other things, allowing customers to respond to prices and service changes without changing their telephone numbers. (First Report and Order, ¶ 30).

40. Ameritech's actions are unjust, unreasonable, and discriminatory; constitute an anticompetitive and unlawful abuse of its monopoly power against a local competitor; and are contrary to the public interest. Time Warner Telecom must rely upon Ameritech to process orders for porting numbers and Ameritech has a duty to work with TWTC to cut over a customer's service in a prompt, effective, and efficient manner.

41. Ameritech's failure to provide timely and proper LNP is anticompetitive. It is a deficiency in parity which inures to Ameritech's benefit and, thereby, helps to perpetuate Ameritech's monopoly status.

42. Ameritech's behavior adversely affects customers' willingness to switch carriers. Large business consumers simply will not change carriers if they are required to change telephone numbers.

43. Ameritech's procedures for handling and processing orders and effectuating cut overs of customers often results in Time Warner Telecom missing deadlines imposed by customers, which in turn damages Time Warner Telecom's reputation and its customers'

[5] *See* Ameritech's application to revise its tariff, filed July 13, 1998, in PUCO Case No. 98-1038-TP-ATA.

perception of, and confidence in, the quality of service being provided by Time Warner Telecom.

44. Ameritech's conduct also harms Time Warner Telecom in terms of the wasted time that Time Warner Telecom personnel must spend dealing with Ameritech to remedy the problems, preventing the problems from reoccurring in the future, and mending customer relations.

45. Ameritech's behavior also is contrary to the public interest because it defeats the underlying objectives of both the federal Act and Ohio law (Chapter 4927) which is to promote competition.

46. One of the hallmarks of competition is innovation. Ameritech's failure to properly provision LNP is not only anti-competitive, but it hampers innovation. Without competition, particularly facilities-based competition, innovation is less likely to occur.

47. Ameritech's failure to properly and timely provision LNP harms competition by undermining the development particularly of facilities-based competition[6] which is dependent upon an efficient and effective LNP solution.

48. Ameritech's procedures for handling and processing orders for number porting and transferring service from one carrier to another--which may leave customers without telephone service for hours to days at a time--also endangers public safety, leaving customers without access to emergency systems such as 911.

49. Ameritech's failure to provide timely and proper LNP results in a breach of Ameritech's duty to furnish "necessary and adequate service and facilities" pursuant to R.C. 4905.22.

50. The LNP problems listed above, and similar problems not specifically enumerated above, create a reluctance among TWTC's existing customers to migrate to LNP,

thereby jeopardizing the feasibility of migrating customers from RCF or DID to Permanent Number Portability as soon as practically possible as required by the Interconnection Agreement.

51. The inability, actual and perceived, of customers to retain their telephone numbers when changing local service providers hampers the development of local competition.[7]

The Law and the PUCO's Authority to Resolve This Complaint

52. To remove the impediment to competition caused by the inability of customers to retain their telephone numbers, Section 251(b)(2) of the Act requires all local exchange carriers "to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission."[8]

53. In its First Report and Order, the FCC promulgated performance criteria that LNP solutions must meet, and adopted a phased implementation schedule for the deployment of long-term number portability by wireline carriers.[9]

54. The FCC's Number Portability Rules, specifically 47 C.F.R. §52.23(b)(1) prescribe that "All LECs must provide a long-term database method for number portability in the 100 largest Metropolitan Statistical Areas (MSAs) by December 31, 1998, in accordance with the deployment schedule set forth in the Appendix to this part..."

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[6] Resale provisioning does not require number porting.
[7] *See In re* Telephone Number Portability, *First Report and Order & Further Notice of Proposed Rulemaking*, 11 FCC Rcd. 8352, 8367-68 (1996) (Order & Further Notice) (citing evidence that business and residential customers are reluctant to switch carriers if they must change numbers).
[8] 47 U.S.C. § 251(b)(2).
[9] *See Order & Further Notice*, 11 FCC Rcd. at 8355,8393-96, 8501-02.

55. The Appendix states that: "implementation must be completed by the carrier in the relevant MSAs during the periods specified below." The date specified for the Columbus metropolitan statistical area is June 30, 1998.

56. Among other things, the Interconnection Agreement provides that "the Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than December 31, 1998, without interruption of service (to the degree possible) to their respective customers." (Interconnection Agreement, Section 15.2.5). This provision is consistent with the Act and the First Report and Order.

57. The Eighth Circuit Court of Appeals has confirmed that state regulators "retain the primary authority to enforce the substantial terms of the agreements made pursuant to sections 251 and 252 [i.e., interconnection agreements].[10] The Court stated that state commission enforcement power "extends to ensuring that parties comply with the regulations that the FCC is specifically authorized to issue under the Act,"[11] making clear that state commissions are empowered to address interconnection agreement issues that relate to functionalities subject to FCC jurisdiction.

58. The Interconnection Agreement provides for Commission review and a determination of disputes in situations where the parties are unable to resolve the issues themselves. Article XXXIV of the Interconnection Agreement applies to "any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement." The parties are required to first discuss the dispute and seek resolution before pursuing any action "before any court or regulator." Time Warner Telecom and Ameritech have had numerous discussions and meetings regarding Ameritech's number portability provisioning problems. Most recently, on September 30, 1998, Time Warner Telecom

[10] Iowa Utilities Board v. FCC, No. 96-3321, slip op. at 122 (8th Cir., July 18, 1997).
[11] Id.

executives and Ameritech executives met in Chicago, Illinois to discuss the LNP problems at length. However, the problems have not been resolved and continue to threaten competition. The ADR contemplated by the Interconnection Agreement does not mean that Ameritech is entitled to pursue an "Alternative Delay Route."

59. In the event no resolution is possible, a party may attempt to resolve any dispute "according to the rules, guidelines and regulations of the Commission." In addition, Section 35.5 of the Interconnection Agreement provides that if the parties are unable to resolve a dispute pursuant to Article XXXIV, "then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity." Since Time Warner Telecom and Ameritech agreed to this process, and since the Commission approved this contractual provision, Time Warner Telecom properly may bring this dispute to the Commission for review and resolution.

60. R.C. 4905.06 grants the PUCO general supervisory authority over all public utilities in its jurisdiction. Specifically, the PUCO has authority to examine the "adequacy or accommodation afforded by [a public utility's] service, the safety and security of the public and the [public utility's] employees, and [the public utility's] compliance with all laws, orders...and charter requirements."

61. R.C. 4905.22 requires every public utility to furnish necessary and adequate service and facilities.

62. R.C. 4905.35 prohibits a public utility from subjecting any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage.

63. R.C. 4927.02 establishes the pro-competitive policy of the State of Ohio, among other things, to ensure the availability of adequate basic local exchange service to citizens throughout the state, to encourage innovation in the telecommunications industry, and to

promote diversity and options in the supply of public telecommunications services and equipment throughout the state.

64. Rule XVIII.A. of this Commission's Local Service Guidelines mandates that the Commission ensure that the regulatory framework for competing LECs is, and remains, consistent with the policy of the state as set forth in R.C. 4927.02, above.

65. Rule 4901:1-5-01(G) of this Commission's Local Service Guidelines grants Time Warner Telecom recourse to Ameritech if Ameritech's actions result in Time Warner Telecom having to pay a credit to a customer or to waive otherwise applicable charges due to its inability (caused, in turn, by Ameritech's failures) to comply with certain minimum telephone standards enumerated in Rule 4901:1-1-5-24.

66. R.C. 4905.26 grants this Commission jurisdiction to hear complaints that any service rendered by a public utility is "in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, that any practice affecting or relating to any service furnished by said public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained."

67. By the acts and conduct described above, Ameritech has breached Section 15.2.5 of its Interconnection Agreement with Time Warner Telecom by making TWTC's existing customers reluctant to migrate to LNP, thereby jeopardizing the feasibility of migrating customers from RCF or DID to Permanent Number Portability as soon as practically possible.

68. By the acts and conduct described hereinabove, Ameritech has violated the Telecommunications Act of 1996 and the FCC mandates that LNP be available as of June 30, 1998.

69. By the acts and conduct described hereinabove, Ameritech has violated R.C. 4905.22, Revised Code, by not furnishing necessary and adequate service and facilities. The

failure to properly provision and maintain LNP constitutes a breach of the duty to furnish necessary and adequate service and facilities.

70. By the acts and conduct described hereinabove, Ameritech has violated R.C. 4905.35, by subjecting Time Warner Telecom to undue or unreasonable prejudice or disadvantage. Any inadequacies in the provisioning of service provider LNP result in non-parity. Because INP or LNP only become issues when a customer chooses to change carriers, there is essentially a built-in bias against facilities-based carriers which can neutralized only by holding Ameritech to an elevated duty of care in provisioning LNP. Of all of the interfaces between an incumbent local exchange provider and a competitive local exchange provider, the LNP interface requires perfection (or near perfection) because inherently there is no parity for this service.

71. By the acts and conduct described hereinabove, Ameritech has directly contravened the pro-competitive policy of this state established by R.C. 4927.02 to ensure the availability of adequate basic local exchange service, to encourage innovation in the telecommunications industry, and to promote diversity and options in the supply of public telecommunications services. Ameritech's actions, by making it difficult for a customer to retain its existing telephone number without impairment of quality, reliability, or convenience, effectively divest a customer of the ability to choose a competitive LEC as its provider. Moreover, Ameritech's actions, by making it difficult to provision LNP without inconvenience to the customer, effectively divests Time Warner Telecom of the ability to retain existing customers or sign up new customers.

72. By the acts and conduct described hereinabove, Ameritech has engaged in unjust, unreasonable, discriminatory and anti-competitive behavior; violated public policy and the public interest; and unlawfully abused its monopoly power against a local competitor. Ameritech's actions are manifestly unfair by making it difficult for Time Warner Telecom either

to retain existing customers or to sign up new customers because long-term number portability cannot be accomplished in a timely manner without inconvenience to the customer.

PRAYER FOR RELIEF

For the foregoing reasons, Time Warner Telecom respectfully requests that the Commission do the following:

(1) Summarily resolve this dispute and promptly issue an order:

(A) Finding that Ameritech has breached the Interconnection Agreement between the parties; violated the Telecommunications Act of 1996 and its implementing rules; violated R.C. 4905.22, R.C. 4905.35, and 4927.02; engaged in unjust, unreasonable, discriminatory and anti-competitive behavior; endangered the public safety; violated public policy and the public interest; and unlawfully abused its monopoly power against a local competitor, and

(B) Providing that:

(i) Ameritech is required under the Act to implement LNP without compromising the integrity and reliability of the service to the end user;

(ii) Ameritech is required to serve TWTC so that TWTC can provide end users of Time Warner Telecom with the same level of reliability and convenience in transferring service as it provides to its own customers;

(iii) Ameritech is required to timely and properly provision LNP, including meeting the agreed upon due dates;

(iv) Ameritech is required to provide weekly, regular reports on LNP, which would be subject to neutral, third party oversight, auditing, and tracking by PUCO staff;

(v) Ameritech is required to upgrade its software so as to enable it to use the 10-digit trigger code;

(vi) Ameritech is required to develop, with the oversight of the Commission's Staff, requirements for processing orders for porting numbers and implementing cut overs, including specific intervals for effectuating cut overs;

(vii) Ameritech is required to perform actual LNP cut overs while PUCO compliance staff is on site monitoring performance;

(viii) Ameritech is required to promptly open codes in all its NXXs which are in the scheduled LNP ready markets;

(ix) Ameritech is required to provide a dedicated resource to be available to receive and promptly address Time Warner Telecom's concerns;

(x) Ameritech cease all such anticompetitive actions in the future;

(xi) Ameritech indemnify (pursuant to Rule 4901:1-5-01) Time Warner Telecom in an amount equal to all customer credits paid or customer charges waived by Time Warner Telecom (pursuant to Rule 4901:1-5-18) under Ohio's Minimum Telephone Service Standards due to Ameritech's failure to properly provision LNP; and

(xii) Ameritech refund to Time Warner Telecom any charges paid to Ameritech for LNP service that was inadequate under Ohio law;

(C) Suspending Ameritech's Alternative Regulation Plan until Ameritech has completely fulfilled all LNP obligations;

(D) Suspending Ameritech's tariff provision, filed in PUCO Case No. 98-1038-TP-ATA, charging CLECs retail INP rates after 120 days;

(E) Ordering, pursuant to R.C. 4905.47(E), that Ameritech be prohibited from declaring any dividends or distributions so long as Ameritech has not fulfilled its LNP obligations or otherwise failed to provide adequate service;

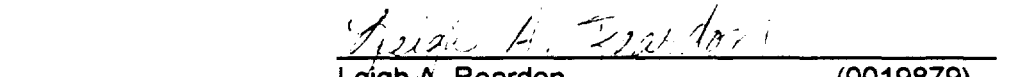
(F) Ordering that the LNP deficiencies raised in this complaint be considered as reasons to withhold approval in the docket initiated by Ameritech/SBC's merger application filed in PUCO Case No. 98-1082-TP-AMT;

(2) In the absence of a summary resolution in its favor, conduct a hearing to resolve this dispute.

(3) Impose such sanctions as it deems appropriate to deter Ameritech from pursuing similar action.

(4) Grant such further relief as the Commission may find just and equitable.

TIME WARNER TELECOM OF OHIO, L.P.



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CERTIFICATE OF SERVICE

I hereby certify that TIME WARNER TELECOM OF OHIO, L.P.'s foregoing Complaint was faxed and overnighted or hand delivered upon the following parties, or their counsel of record to this action, this 30 day of October, 1998:

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Leigh A. Reardon (0091879)

EXECUTION COPY

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATION ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement") is executed this ___ day of July 1996 (the "Execution Date") by and between Time Warner Communications of Ohio, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 1266 Dublin Road, Columbus, Ohio 43216 ("TWC") and Ameritech Information Industry Services, a division of Ameritech Services, Inc, a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, IL 60654, on behalf of The Ohio Bell Telephone Company d/b/a Ameritech Ohio ("Ameritech").

RECITALS AND PRINCIPLES

A. Ameritech is an Incumbent Local Exchange Carrier and Bell Operating Company, as defined by the Act, authorized to provide certain telecommunications services within the Territory.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within the Territory.

C. TWC has been granted authority to provide local Telephone Exchange Service within the Territory and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, promote the polices contained in the Act and Section 4927.02, Ohio Revised Code, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Article I and as defined elsewhere within this Agreement. In addition, Parties acknowledge that certain terms may appear in this Agreement which are not defined and agree that any such terms

shall be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

1.1 **"Act"** means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996.

1.2 **"Affiliate"** is As Defined in the Act.

1.3 **"Agreement for Switched Access Meet Point Billing"** means the Agreement for Switched Access Meet Point Billing dated as of the Execution Date by and between the Parties.

1.4 **"As Defined in the Act"** means as specifically defined by the Act.

1.5 **"As Described in the Act"** means as described in or required by the Act.

1.6 **"Automated Report Management Information System ("ARMIS")** means the most current ARMIS 4308 Report issued by the FCC.

1.7 **"Bellcore"** means Bell Communications Research, Inc.

1.8 **"Billing Number"** means the number to which charges for a call are billable.

1.9 **"BLV/BLVI Traffic"** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.10 **"Calling Party Number"** or **"CPN"** means a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.

1.11 **"Carrier Identification Code or "CIC"** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

1.12 **"Central Office Switch"** or **"Central Office"** or **"CO"** means a switching entity within the public switched telecommunications network, including but not limited to:

a. End Office Switches which are Class 5 switches from which Customer Telephone Exchange Services are directly connected and offered; and

b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 **"Centralized Message Distribution System"** or **"CMDS"** means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CAB") records.

1.14 **"Collocation"** means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party") for purposes of Collocation. The "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the right of occupancy or control. In "Physical Collocation", the Collocating Party has a dedicated area within a Central Office in which the Collocating Party installs and maintains its own equipment with access 24 hours a day, 7 days a week. In Virtual Collocation, the Housing Party maintains the Collocating Party's Equipment in the Housing Party's Premises.

1.15 **"Commission"** means the Public Utilities Commission of Ohio or any successor state administrative agency to which the United States Congress or the Ohio legislature has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or Ohio statute.

1.16 **"Committee"** means the Performance, Forecast, Planning and Standards Committee as described in Section 35.3.

1.17 **"Common Channel Signaling Interoffice"** or **"CCIS"** means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

1.18 **"Control Office"** means an exchange carrier center or office designated as its single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

1.19 **"Cross Connection"** means a connection provided pursuant to Collocation at a suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.20 **"Customer"** means a third-party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

1.21 **"Customer Local Area Signaling Services"** or **"CLASS"** means features available to Customers based on the availability of CCIS. Class features include, but are not

necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.22 **"Dialing Parity"** is As Defined in the Act.

1.23 **"Digital Service - Level 0"** or **"DS-0"** means the 64 kilobits per second ("kbps") level in the time-division multiplex hierarchy.

1.24 **"Digital Service - Level 1"** or **"DS-1"** means a digital signal rate of 1.544 Megabits Per Second ("Mbps").

1.25 **"Digital Service - Level 3"** or **"DS-3"** means a digital signal rate of 44.736 Mbps.

1.26 **"Electronic File Transfer"** means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.27 **"Exchange Access"** is As Defined in the Act.

1.28 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.29 **"FCC"** means the Federal Communications Commission.

1.30 **"Fiber-Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.31 **"Feature Group A"** or **"FGA"** means the FGA Access, which is available to all Customers, provides line side access to Telephone Company End Office Switches with an associated seven digit local telephone number for the Customer's use in originating and terminating Telecommunications to an IXC.

1.32 **"Feature Group B"** or **"FGB"** means the FGB Access, which is available to all Customers, except for the termination of originating calls placed over FGD by an IXC, provides trunk side access to Telephone Company End Office Switches with an associate uniform 950-0XXX or 950-1XXX access code for the Customer's use in originating and terminating Telecommunications to an IXC.

1.33 **"Feature Group D"** or **"FGD"** means the FGD Access, which is available to all Customers, provides trunk side access to Telephone Company End Office Switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900

Exchange Access calls. FGD Access may be used to originate 950-XXXX calls where the Customer has elected the FGD with 950 access feature.

1.34 **"Incumbent Local Exchange Carrier"** or **"ILEC"** is As Defined in the Act.

1.35 **"Information Service Traffic"** means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.36 **"Interconnection"** is As Described in the Act.

1.37 **"Interexchange Carrier"** or **"IXC"** means a Telecommunications Service provider authorized by the FCC to provide interstate and/or intrastate long distance communications services between LATAs.

1.38 **"Interim Telecommunications Number Portability"** or **"INP"** is As Described in the Act.

1.39 **"InterLATA"** is As Defined in the Act.

1.40 **"Integrated Services Digital Network"** or **"ISDN"** means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.41 **"IntraLATA Toll Traffic"** means all intraLATA calls other than Local Traffic calls.

1.42 **"Local Access and Transport Area"** or **"LATA"** is As Defined in the Act.

1.43 **"Local Exchange Carrier"** or **"LEC"** is As Defined in the Act.

1.44 **"Local Exchange Routing Guide"** or **"LERG"** means a Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.45 **"Local Interconnection Trunks/Trunk Groups"** means equipment and facilities that provide for the termination of Local Traffic and IntraLATA Toll Traffic.

1.46 **"Local Traffic"** means local service area calls as defined by the Commission.

1.47 **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.48 **"Multiple Exchange Carrier Access Billing"** or **"MECAB"** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access provided by two or more LECs and/or NECs, or by one LEC in two or more states within a single LATA.

1.49 **"Multiple Exchange Carriers Ordering and Design Guidelines for Access Services" - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface** or **"MECOD"** means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Access which is to be provided by two or more LECs and/or NECs.

1.50 **"Mutual Traffic Exchange"** means that the sole compensation by a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own Customers for such categories of traffic and retain all revenues resulting therefrom except as may be necessary to distribute access revenue associated with ported numbers.

1.51 **"Network Element"** is As Defined in the Act.

1.52 **"New Entrant Carrier"** or **"NEC"** is a LEC that is not an ILEC.

1.53 **"North American Numbering Plan"** or **"NANP"** means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.54 **"Number Portability"** is As Defined in the Act.

1.55 **"Numbering Plan Area"** or **"NPA"** means an area code which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code"), means specialized Telecommunications Service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.56 **"NXX Code", or "NXX" or "Central Office Code"** or **"CO Code"** means the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

1.57 **"OZZ Code"** means the FGD call path through the access Tandem.

1.58 **"Party"** means either Ameritech or TWC, and **"Parties"** mean Ameritech and TWC.

1.59 **"Percent Local Usage"** or **"PLU"** means a calculation representing the ratio of the minutes of Local Traffic to the sum of the minutes of Local Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

1.60 **"Reciprocal Compensation"** is As Described in the Act.

1.61 **"Signal Transfer Point ("STP")** means a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Point ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

1.62 **"Synchronous Optical Network"** or **"SONET"** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.63 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.64 **"Technically Feasible Point"** is As Described in the Act.

1.65 **"Telecommunications"** is As Defined in the Act.

1.66 **"Telecommunications Act"** means the Telecommunications Act of 1996.

1.67 **"Telecommunications Carrier"** is As Defined in the Act.

1.68 **"Telecommunications Service"** is As Defined in the Act.

1.69 **"Telephone Exchange Service"** is As Defined in the Act.

1.70 **"Telephone Toll Service"** is As Defined in the Act.

1.71 **"Territory"** means all portions of the State of Ohio in which Ameritech or its successor ILEC is authorized, or may in the future be authorized, to provide Telephone Exchange Services and maintain a Central Office and in which TWC or its Affiliates at any time during the term of this Agreement are authorized to provide Telephone Exchange Service and also maintain a Central Office.

1.72 **"Toll Free Service"** means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.73 **"Wire Center"** means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access, are located. However, for purposes of Expanded Interconnection Service ("EIS"), Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ARTICLE II
INTERPRETATION AND CONSTRUCTION

All references to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles, Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). If any provision of this Agreement violates any provision of the Act, the provisions of the Act shall govern.

ARTICLE III
IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, the Parties expect that Interconnection of their facilities and equipment pursuant to Article IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown on Schedule 3.0. The Interconnection Activation Date shall be further refined by the Committee. Schedule 3.0 may be revised and supplemented from time to time upon the unanimous action of the Committee to provide for a more definite Interconnection Activation Date and/or to reflect additional Interconnections by attaching one or more supplementary schedules to such schedule. Unless otherwise agreed by the Parties, an Interconnection Activation Date shall not be earlier than the date which is one hundred and twenty (120) days after the date on which Ameritech receives notice from TWC that TWC wishes to establish such Interconnect arrangements.

3.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article III shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE IV
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The Parties agree to Interconnect their respective networks in the Territory for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties.

4.1 Interconnection Obligation. The Parties agree to interconnect their networks through facilities to be established pursuant to this Agreement between TWC's Central Offices and the Ameritech Central Offices set forth on Schedule 3.0. Appropriate trunk groups shall be established referencing the appropriate TWC's Central Office and Ameritech Central Office.

4.2 Point of Interconnection. For each Ameritech Central Office where TWC and Ameritech Interconnect, TWC and Ameritech agree that there shall be a Point(s) of Interconnection ("POI") located at the demarcation point between TWC's network and Ameritech's Central Office. Interconnection shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.3, (ii) Collocation as provided in Article XIV or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date. Ameritech shall not charge any additional rearrangement, reconfiguration, disconnection or other non recurring fees associated with the reconfiguration of TWC's interconnection arrangement at any Ameritech Central Office.

4.3 Fiber-Meet

4.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. TWC shall have the right to designate the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system (which Ameritech acknowledges may be equipment manufactured by AT&T and/or Lucent Technologies, Inc.).

4.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each Ameritech Interconnection Wire Center ("AIWC") identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.3 TWC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TWC Interconnection Wire Center ("TIWC")

identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable TWC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. TWC shall deliver and maintain such strands wholly at its own expense.

4.3.5 TWC shall designate a manhole or other suitable entry-way immediately outside the TIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the TIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.3.6 TWC shall pull the fiber optic strands from the TWC-designated manhole/entry-way into the TIWC and through appropriate internal conduits TWC utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLTM equipment TWC has installed in the TIWC.

4.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the TWC strands to the OLTM equipment Ameritech has installed in the AIWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which the Party's own fiber exited.

4.3.9 For Fiber-Meet arrangements, each Party will be responsible for providing its own transport facilities to the Fiber-Meet in accordance with the Bilateral Agreement (as defined in Section 20.7).

4.4 Additional Switches. If TWC or any of its Affiliates deploys additional switches in the Territory after the date hereof or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, TWC shall be entitled upon written notice thereof to Ameritech to establish such Interconnection and the terms and conditions of this Agreement shall apply to the Interconnection of such switches with Ameritech's Central Offices located in the same LATA as TWC's switch[es]. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk groups connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.5 Sizing and Structure of Interconnection Facilities. The Parties shall mutually agree as to the appropriate sizing for Interconnection facilities based hereunder on the standards set forth in this Agreement. The Interconnection facilities provided by each Party shall be at either the DS-0, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

4.6 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article IV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE V

TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Article V prescribes parameters for trunk groups (the "Local Interconnection Trunks") to be effected over the Interconnections specified in Article IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 The Committee will work to establish direct trunking criteria that will provide for efficient network utilization.

5.3 Local Interconnection Trunks. Interconnection for Local Traffic and IntraLATA Toll Traffic shall be provided via one-way trunks, or by written notice (in the form of an ASR, as defined in Section 23.1) to Ameritech from TWC, two-way trunks. Once two-way trunks are employed, TWC shall provide to Ameritech a PLU or actual minutes of use. No Party shall construct facilities which require another Party to build unnecessary facilities.

5.4 No Party shall terminate Exchange Access traffic over Local Interconnection Trunks.

5.5 Signaling Protocol. The Parties shall interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features. TWC shall establish outgoing multifrequency ("MF") trunks to Ameritech for 911 traffic. The Parties shall interconnect their network using two-way MF signaling for traffic originating from carriers that do not have SS7 networks.

5.6 If Ameritech decides to decommission a Central Office or switch, Ameritech shall not charge TWC for moving EIS/Collocation arrangements.

5.7 Ameritech shall make available to TWC, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of TWC's initial forecast of 64K CCC quantities, the Parties shall begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities. Where such trunks and/or additional equipment is required, such equipment and trunks shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, LEC, or Ameritech internal customer demand for 64K CCC trunks. Where technically feasible, these trunks shall be established as two-way.

5.8 Ameritech shall deliver all traffic destined to be terminated at a TWC Central Office in accordance with the serving arrangements defined in the LERG.

5.9 When TWC delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e., time, weather, Mass Calling Codes) destined for Ameritech, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

5.10 Calls completed using N11 codes (i.e., 411, 511, 911) shall not be sent between TWC's and Ameritech's networks over the Local Interconnection Trunk Groups.

5.11 Reciprocal Compensation Arrangements -- Section 251 (b) (5).

5.11.1 Pursuant to the PUCO Case No. 96-66-TP-CSS, from the effective date of this Agreement through June 30, 1997, Ameritech's and TWC's compensation for transport and termination on their respective networks of all Local Traffic exchanged between TWC and Ameritech shall be through Mutual Traffic Exchange. From July 1, 1997, through the balance of the term of this Agreement, compensation for termination and transport of Local Traffic shall be determined as set forth in the Pricing Schedule.

5.11.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Exchange Access. All Exchange Access and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.11.3 Each Party shall charge the other Party its effective tariffed intraLATA access rates for the transport and termination of all IntraLATA Toll Traffic.

5.12 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article V shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VI

TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

Article VI prescribes parameters for certain trunk groups ("Meet-Point Trunks") to be established over the Interconnections specified in Article IV for the transmission and routing of Exchange Access traffic between TWC Telephone Exchange Service Customers and Interexchange Carriers.

6.1 The Parties shall jointly establish, Meet-Point Trunks to enable TWC and Ameritech to jointly provide Exchange Access to IXCs via an Ameritech Central Office. The Meet-Point Trunks shall be two-way trunks which are separate from the Local Interconnection Trunks and shall be used solely for the transmission and routing of Exchange Access traffic.

6.2 The Parties shall provide CCIS to each other, where and as available, in conjunction with the two-way Meet-Point Trunk Groups. The Parties may establish CCIS Interconnections either directly or through a third-party. The Parties shall cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own Customers. The Parties shall provide all CCIS signaling, Billing Number, originating line information ("OLI") and any other such similar service. For terminating FGD, Ameritech shall pass CPN if it receives CPN from FGD carriers. All privacy indicators shall be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) shall be provided by TWC whenever such information is needed for call routing or billing. The Parties shall follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

6.3 CCIS shall be utilized in conjunction with the Meet-Point Trunks; except MF signaling must be used on a separate Meet-Point Trunk Group for originating FGD access to Exchange Access Customers that use MF FGD signaling protocol.

6.4 All originating Toll Free Service calls for which Ameritech performs the Service Switching Point ("SSP") function (e.g. performs the database query) shall be delivered by TWC using GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic. Carrier Code "0110" and a Call Code of "08" shall be used for all such calls. If TWC becomes a toll free service provider, Ameritech shall deliver traffic using the GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic.

6.5 All originating Toll Free Service calls for which TWC performs the SSP function, if delivered to Ameritech, shall be delivered by TWC using GR-394 format over the Meet-Point Trunk Group for calls destined to IXCs, or shall be delivered by TWC using GR-317

format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend Ameritech access Tandems.

6.6 Originating Feature Group B calls shall be delivered to Ameritech's Tandem using the interLATA trunk groups.

6.7 Meet-Point billing arrangements between the Parties for jointly-provided Exchange Access on Meet-Point Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet-Point Billing and shall be billed at each Party's applicable switched access rates.

6.8 In the case of IXC traffic terminating to TWC's ported numbers, the Parties shall, unless IXC actual minutes of use can be measured, account for access revenue by using verifiable minutes of use reported on the applicable ARMIS Report at the total IXC access rates applicable to Ameritech less the meet point billing access rates applicable to Ameritech, with no other subtractions.

6.9 The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each party shall be responsible for billing its portion of the charges described herein.

6.10 If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

6.11 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VII
COMPENSATION FOR TELEPHONE EXCHANGE SERVICE AND EXCHANGE ACCESS TRAFFIC

7.1 Measurement and Billing.

7.1.1 The Parties shall provide CCIS to one another in conjunction with all trunk groups where applicable. TWC may establish CCIS Interconnections either directly or through a third party. The Parties shall exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own

Customers. All CCIS signaling parameters shall be provided including CPN. All privacy indicators shall be honored.

7.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total call completion seconds over each individual Local Interconnection Trunk Group shall be totaled for the entire monthly billing cycle.

7.1.3 The Parties shall provide each other monthly usage data for all traffic transported and terminated through the Tandem Office and End Office Interconnections established under this Agreement.

7.1.4 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to-third party, and collect records and LEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are intraLATA shall be handled through the existing CMDS processes. The payments of revenues for these types of calls shall be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and local arrangements with Ameritech.

7.1.5 For intraLATA Toll Free Service, originating switched access charges, the 800 query charge and the record provision charge shall be billed by the Party originating the call to the Toll Free Service provider.

7.1.6 Each Party shall calculate terminating Interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network.

7.1.7 For so long as Ameritech serves as numbering administrator within the Territory, Ameritech shall ensure that TWC has sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and unmeasured) from IntraLATA Toll Traffic. To the extent that Ameritech controls numbering resources and does not comply with the foregoing, all affected calls shall be treated as Local Traffic to the extent that Ameritech cannot distinguish between Local Traffic and IntraLATA Toll Traffic. If a third party becomes numbering administrator, Ameritech agrees to sponsor TWC's requests and assist TWC in obtaining Regional Accounting Office codes, and any other billing and accounting codes necessary for the provision of local telephone numbers within Ameritech's jurisdiction.

7.2 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article VII shall conform to the recommendations, findings and conclusions of the Committee.